



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

September 23, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

CHIEF EXECUTIVE OFFICE: AGREEMENT AND AMENDMENT FOR SPECIAL LEGAL SERVICES – OFFICE OF INDEPENDENT REVIEW (ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

This letter recommends approval of an Agreement to hire an additional attorney, Erica Broido, to share the assignments of a current attorney, Julie M. Ruhlin, in providing legal services to the Office of Independent Review (OIR) associated with the County of Los Angeles Sheriff's Department (LASD). This action is necessary in response to a request from the OIR attorney, Julie M. Ruhlin, to temporarily reduce her workload. This letter also recommends approval of an Amendment to the Agreement with the current OIR attorney to reflect her temporarily reduced compensation as a result of her decreased workload. This letter also recommends delegating authority to the Chief Executive Officer (CEO) to amend both of these Agreements, in the event Ms. Ruhlin needs more or less time at this reduced workload schedule, in which case CEO may similarly adjust Erica Broido's Agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Approve and instruct the Chair of the Board to sign Agreement for Special Legal Services Office of Independent Review, with Erica Broido to provide legal services to supplement an existing attorney position for the Office of Independent Review (OIR). The proposed Agreement will take effect beginning October 1, 2008 or date of execution, whichever is later, for a period of six months through March 31, 2009, with the base compensation amount not to exceed \$5,767 per month for all services performed, during 2008, and includes a 3 percent base compensation increase in 2009, plus actual and necessary expenses.
- 2) Delegate authority to the CEO, or his designee, to amend Agreement for Special Legal Services Office of Independent Review, with Erica Broido to terminate the Agreement earlier for convenience or to increase the term of this Agreement by a maximum of six additional months.

"To Enrich Lives Through Effective And Caring Service"

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- 3) Approve and instruct the Chair of the Board to sign an Amendment to Agreement for Special Legal Services Office of Independent Review No. 76353 with Julie M. Ruhlin to temporarily reduce her hours and her compensation as an existing attorney position for the OIR. The proposed Amendment will take effect beginning October 1, 2008 or date of execution, whichever is later, through March 31, 2009, with the base compensation amount not to exceed \$8,651 per month for all services performed during 2008, and includes a 3 percent base compensation increase for work performed in 2009, plus actual and necessary expenses incurred.
- 4) Delegate authority to the CEO, or his designee, to amend Agreement for Special Legal Services Office of Independent Review No. 76353 with Julie M. Ruhlin in order to increase or decrease the time period that she will be paid at the reduced base compensation rate, for a maximum of six additional months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board has endorsed the concept of utilizing the OIR to ensure that the allegations of intra-departmental misconduct in LASD, including those which constitute criminal conduct, are investigated and reviewed in a fair, thorough, and impartial manner. In 2001 and again in 2004, legal services Agreements were executed for three-year terms with six attorneys to perform services for the OIR.

On September 18, 2007, your Board approved and instructed the Chair of the Board to sign three-year special legal services Agreements with Michael J. Gennaco, Benjamin Jones, Robert Miller, Stephen J. Connolly, and Julie M. Ruhlin to fill five of the six attorney positions for the OIR associated with the LASD. Please note that one OIR attorney position remains vacant and the recommended actions do not fill this position. OIR will return to your Board at a later date with a recommendation, as appropriate, to hire an attorney for this position. Further, all five of the current OIR Agreements include a 3 percent increase in base pay in 2009.

CEO is requesting authority to amend the Agreements with Julie M. Ruhlin and Erica Broido within certain parameters. In the event, that Ms. Ruhlin needs more or less time to perform her OIR duties at this reduced rate, the CEO is requesting authority to amend her Agreement in order to increase or decrease the time period that she will be paid at the reduced base compensation rate. Further, CEO is requesting authority to terminate Ms. Broido's Agreement earlier for convenience, or to increase the term of her Agreement by a maximum of six additional months.

The recommended actions are necessary to reduce Julie M. Ruhlin's assignments as OIR was recently made aware of her desire to temporarily scale back her workload to meet personal family responsibilities. It is anticipated that Ms. Ruhlin will now be responsible for approximately 60 percent of current assignments and the new attorney, Erica Broido, will assume approximately the remaining 40 percent of Ms. Ruhlin's workload effective October 1, 2008 through March 31, 2009. The Chief Attorney at OIR will be responsible for ensuring that both attorneys are assigned workloads consistent with their compensation levels as set forth in the Agreement and Amendment, respectively.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal of Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented.

FISCAL IMPACT/FINANCING

The proposed Agreement provides that Erica Broido will be paid a base amount of \$5,767 per month for all services performed, plus actual and necessary expenses incurred effective October 1, 2008 through December 31, 2008. Further, the Agreement authorizes a 3 percent increase in her base amount pay for any work performed in 2009, as is true with all the other OIR Agreements.

The proposed Amendment provides for Julie M. Ruhlin to be paid a reduced base amount pay from October 1, 2008 through March 31, 2009. The reduced base amount from October 1, 2008 through December 31, 2008 will be \$8,651 per month. In 2009, her base rate will be increased by 3 percent, as is true with all the other OIR Agreements.

On April 1, 2009, Julie M. Ruhlin will resume responsibility for her full complement of assignments, at which time the Agreement with Erica Broido will be terminated, and Ms. Ruhlin's compensation will be readjusted to reflect the compensation terms that was set forth in her original Agreement.

There is no added cost or expense as a result of the Agreement or the Amendment. Sufficient funding for the Agreement and the Amendment is included in the Sheriff's Department budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OIR is a civilian oversight group that was created in 2001. The mission of OIR is to monitor LASD and provide legal advice to ensure that allegations of officer misconduct involving LASD are investigated in a thorough, fair, and impartial manner. OIR attorneys work closely with LASD on a daily basis, but not for the Department. The OIR also reviews departmental policies and practices and makes recommendations, where appropriate, to enhance both officer performance and the safeguarding of individual rights. In addition, the OIR provides independent counsel to the Board and the Sheriff concerning the Department's internal investigations.

Pursuant to California Government Code Section 31000, the Board has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties.

County Counsel has approved the Agreement and Amendment as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


Approval of the proposed Agreement and Amendment with the OIR attorneys will ensure uninterrupted provision of this critical function and service. At no time will the combination of Julie M. Ruhlin's and Erica Broido's workloads and compensation exceed that of one full time OIR Attorney.

CONCLUSION

Upon approval by your Board, please return one (1) stamped adopted copy of the Letter with a stamped adopted copy of the Agreement and the Amendment to:

1. Chief Executive Office
Public Safety Cluster
Attention: Doyle Campbell, Deputy Chief Executive Officer
500 West Temple Street, 7th Floor
Los Angeles, CA 90012
2. Sheriff's Department
Fiscal Services
4700 Ramona Blvd., 3rd Floor
Monterey Park, CA 91754
3. Office of the County Counsel
Attention: Leela Kapur, Chief Deputy
500 West Temple Street, 6th Floor
Los Angeles, CA 90012

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES:MKZ
VLA:pg

Attachments

c: Sheriff
Auditor-Controller
County Counsel

AGREEMENT FOR SPECIAL LEGAL SERVICES
OFFICE OF INDEPENDENT REVIEW

This Agreement for Special Legal Services ("Agreement") is entered into as of _____, 2008 by and between the County of Los Angeles ("County") and Erica Broido (hereinafter referred to as "OIR Attorney") for the purpose of providing for the Office of Independent Review ("OIR").

RECITALS

WHEREAS, the Sheriff has requested the addition of resources for the Sheriff to fulfill his duties and obligations to investigate allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Sheriff, has the duty to investigate; and,

WHEREAS, the Sheriff wishes to ensure that the allegations of intradepartmental misconduct are investigated and reviewed in a fair, thorough, and impartial manner; and,

WHEREAS, the Board of Supervisors has endorsed the concept of utilizing such resources to accommodate and to further these goals by creating the Office of Independent Review; and,

WHEREAS, pursuant to California Government Code Section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties; and,

WHEREAS, the OIR has need for part time and temporary assistance; and

WHEREAS, the OIR Attorney has been determined to be uniquely qualified to serve as such a resource.

NOW THEREFORE, the County and OIR Attorney agree as follows:

1. **Scope of Services – OIR Attorney**

The OIR Attorney shall, during the term of this Agreement and subject to the coordination and guidance of the Chief Attorney of OIR ("Chief Attorney"), assist in the oversight and coordination of the independent review process and functions of the OIR, and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination, including the following:

- Providing periodic status reports on all investigations and significant matters within the purview of the OIR to the Board of Supervisors, the Sheriff, the Executive Planning Council, and the Special Counsel.
- Assisting in the initiation, structuring, and development of ongoing investigations conducted by the Office of Internal Affairs, the Office of Internal Criminal Investigations, the Homicide Bureau, Sheriff's Department unit investigations, and any other such investigations falling within the purview of the OIR to ensure that investigations are complete, effective, and fair.

- Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- Monitoring ongoing and reviewing completed investigations conducted by the Office of Internal Affairs, the Office of Internal Criminal Investigations, the Homicide Bureau, and the Sheriff's Department unit investigations, and any other such investigations falling within the purview of the OIR to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of the OIR.
- Establishing and maintaining liaison with the District Attorney, Sheriff's Department Executives, Special Counsel, Los Angeles County Ombudsman, Department Units, County Counsel, employee unions, the United States Attorney, the Federal Bureau of Investigation, civil rights organizations, community-based organizations, and other outside entities.
- Working with Special Counsel in performing thorough analyses and reviews of selected Departmental investigations to determine whether Departmental policies, practices and procedures should be reexamined to prevent the future occurrence of similar allegations of misconduct, and when warranted, developing and proposing recommendations for revisions of the implicated policies, practices or procedures.
- Working with Special Counsel in reviewing selected Departmental investigations and studying best practices from other law enforcement departments in order to develop and improve policies, practices and procedures to ensure that investigations of intradepartmental misconduct and disciplinary procedures are more effective, fair, thorough and impartial.
- Devising and recommending mechanisms to provide positive recognition and incentives to employees who perform duties in an exemplary fashion with regard to use of force, integrity, conduct, and other issues that frequently are the subject of discipline.
- Setting the operational philosophy of the Office of Independent Review to ensure that the needs and goals of the community, the Department, and the staff are met.
- Working with the Office of the District Attorney and the Office of the United States Attorney to promote effective investigative strategies in order to ensure effective, appropriate and timely prosecutions.

2. Term.

Unless otherwise amended or terminated earlier as provided herein, the term of this Agreement shall be for the period commencing October 1, 2008 and extending to and including March 31, 2009.

Either party may, at its sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the other party 10 days written notice of such termination. After receipt of such notice of termination, the OIR Attorney shall stop work under this Agreement on the date specified in such notice. The OIR Attorney shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the OIR Attorney after the expiration or termination of the Agreement. Should the OIR Attorney receive any such payment, the OIR Attorney shall notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the OIR Attorney. This provision shall survive the expiration or other termination of this Agreement.

3. Compensation and Expenses.

The OIR Attorney shall be paid a base rate of \$5,767 per month for all services performed pursuant to this Agreement. Effective January 1, 2009 the base rate will be increased by three percent (3%), resulting in a monthly compensation rate of \$5,940.

Payment of base rate shall be made in arrears, on a monthly basis, no later than the 10th day of the subsequent month during which the work was performed. In the event the OIR Attorney performs less than a full month of services pursuant to this Agreement, the OIR Attorney shall be paid a pro rata share of her monthly base rate, based on the actual number of days worked.

The OIR Attorney shall be entitled to reimbursement of actual and necessary expenses pursuant to the performance under this Agreement. Reimbursement for necessary expenses shall be paid for such items, at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the Los Angeles County Code.

Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the Office of County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to:

Office of County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

4. Access to Records and Confidentiality.

The OIR Attorney shall have an attorney-client relationship with the County of Los Angeles and the Sheriff in performing the special legal services provided pursuant to this

Agreement. As Special Counsel to the County of Los Angeles and the Sheriff in performing the specialized legal assistance and independent review services provided pursuant to this Agreement, the OIR Attorney shall have access on an attorney-client basis to such confidential records of the County, its departments and officers as may be material and relevant to performance of his services and responsibilities pursuant to this Agreement.

All communications and reports to the County, including the Board of Supervisors and Sheriff, shall be made or submitted on a confidential attorney-client basis. Any public reports by the OIR Attorney which are authorized by the County shall preserve all statutory and constitutional requirements of confidentiality with regard to records and individuals. All such information will be information acquired in confidence by a public employee in the course of his or her duties and not open, or officially disclosed, to the public within the meaning of California Evidence Code Section 1040.

All internal observations and determinations by the OIR Attorney in the performance of the specialized legal assistance and independent review services provided pursuant to this Agreement are and shall be considered attorney work product and subject to the appropriate claims of privilege therein.

The confidentiality of all records and materials collected and used by the OIR Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) working days from the date of expiration or termination of this Agreement be delivered to the Office of County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

5. County's Contract Managers.

The County's Chief Executive Officer and/or County Counsel will serve as County's contract manager for purposes of this Agreement.

6. No Assignment or Delegation.

This Agreement shall not be assignable by the OIR Attorney, in whole or in part. Any attempt to assign shall be void and confer no rights on any third parties.

All services and duties of the OIR Attorney pursuant to this Agreement are solely the responsibility of the OIR Attorney, and may not be delegated without the prior written consent of the County. Any person not employed by the County whose services are utilized by the OIR Attorney, with such prior written consent, to assist in the performance of the OIR Attorney's services pursuant to this Agreement shall, prior to performing any such services, execute an addendum to this Agreement, approved as to form by County Counsel, agreeing to the terms of this Agreement, including all requirements of confidentiality.

No person assisting the OIR Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude. The OIR Attorney shall be responsible for all assisting staff who are not County employees. All communications and reports to County pursuant to this Agreement shall be made or submitted only by the OIR Attorney, not by his assisting staff.

7. Independent Contractor Status.

The OIR Attorney is not, nor shall he or any of his employees or agents be deemed for any purposes, an employee of the County; nor shall the OIR Attorney, her employees or agents, be entitled to any rights, benefits, or privileges of County employees.

The OIR Attorney shall comply with all federal, state, and local statutes, laws, and ordinances related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by the OIR Attorney under this Agreement.

The OIR Attorney represents and warrants to the County, and the County relies on such representation and warranty, that OIR Attorney has the necessary skills, competence and expertise to fully and completely perform the specialized legal services called for under this Agreement. The County and the OIR Attorney understand and agree that the OIR Attorney is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, deliverables, objectives and/or purposes as specified and/or requested by the County pursuant to this Agreement.

8. Indemnification.

In consideration of the benefit to the County of the specialized legal assistance and independent review services to be provided by the OIR Attorney pursuant to this Agreement, the County agrees to indemnify, defend and hold the OIR Attorney harmless from claims of liability resulting from acts and omissions of the OIR Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if the OIR Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.

Except as specifically provided herein, the OIR Attorney agrees to indemnify, defend and hold the County harmless from any and all other claims of liability for damages of any nature whatsoever arising from or connected with acts or omissions of the OIR Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of the OIR Attorney by any person.

9. Office Space, Equipment and Staff Support.

The County agrees to provide the OIR Attorney, at no cost to the OIR Attorney, such office space, use of related equipment, and staff support and assistance during the term of this Agreement as may be mutually agreed upon by the OIR Attorney and the County's Contract Managers. Any and all other office space, equipment and/or staff support and assistance utilized by the OIR Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of the OIR Attorney.

10. Notices.

Notices required or permitted pursuant to this Agreement shall be given in writing by personal delivery or deposit in the United States mail first class postage prepaid, addressed as follows:

To County: Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to: Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

To OIR Attorney: Erica Broido
Office of Independent Review
4900 S. Eastern Avenue
Commerce, CA 90040

The address for notice may be changed by the County or OIR Attorney, as the case may be, by written notice to the other party as provided herein.

IN WITNESS WHEREOF, the County and OIR Attorney have executed this Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

OIR ATTORNEY

By _____
Yvonne B. Burke, Chairperson
Board of Supervisors

Erica Broido

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By  _____
Deputy County Counsel

AGREEMENT FOR SPECIAL LEGAL SERVICES
OFFICE OF INDEPENDENT REVIEW

Agreement No. 76353

AMENDMENT NO. 1

This AMENDMENT is made and entered into this _____ day of _____, 2008,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

JULIE M. RUHLIN
(hereafter "OIR Attorney")

Business Address:
Office of Independent Review
4900 South Eastern Avenue, Suite 204
Commerce, CA 90040

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR SPECIAL LEGAL SERVICES OFFICE OF INDEPENDENT REVIEW ", dated September 18, 2007, and further identified as Agreement No. 76353, and any amendments thereto (all hereafter referred to as "Agreement" or "Contract"); and

WHEREAS, the Sheriff has requested the addition of resources for the Sheriff to fulfill his duties and obligations to investigate allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Sheriff, has the duty to investigate; and

WHEREAS, the Board of Supervisors has endorsed the concept of utilizing such resources to accommodate and to further these goals by creating the Office of Independent Review (OIR); and

WHEREAS, pursuant to California Government Code Section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties; and

WHEREAS, the OIR Attorney has been determined to be uniquely qualified to serve as such a resource, and

WHEREAS, on September 18, 2007, the COUNTY, under the authority of the Board of Supervisors, entered into an Agreement with the OIR Attorney to provide services to the COUNTY, specifically the Office of Independent Review; and

WHEREAS, the County and OIR Attorney mutually agree that it is to both of their benefit to temporarily reduce compensation in order to allow OIR Attorney to reduce hours spent in performing OIR duties.

NOW, THEREFORE, in consideration of the mutual benefits derived there from, it is agreed between the parties that Agreement No. 76353 shall be amended as follows:

1. This Amendment shall commence on the date of execution.
2. Section 3, Compensation and Expenses, shall be deleted in its entirety and replaced as follows:
3. The OIR Attorney shall be paid a base amount for all services performed through out this Agreement. Payment of base rate shall be made in arrears, on a monthly basis, no later than the 10th day of the subsequent month during which work was performed.
 - (a) The OIR Attorney shall be paid an annual base amount of \$168,000 from September 18, 2007 through December 31, 2007 for all services performed. Payment of this annual compensation amount by County to the OIR Attorney shall be made in twelve (12) equal monthly installments.
 - (b) The OIR Attorney shall be paid on a monthly basis at a base rate of \$14,419 per month from January 1, 2008, through September 30, 2008 for all services performed.
 - (c) The OIR Attorney shall be paid on a monthly basis at a base rate of \$8,651 per month from October 1, 2008 through December 31, 2008 for all services performed.
 - (d) The OIR Attorney shall be paid on a monthly basis at a base rate of \$8,911 per month from January 1, 2009 through March 31, 2009 for all services performed.
 - (e) The OIR Attorney shall be paid on a monthly basis at a base rate of \$14,852 per month from April 1, 2009 through September 30, 2010 for all services performed.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2010 during the term of this Agreement, such general percentage adjustment shall be applied to the monthly base rate payment during the remaining term of this Agreement. Any such adjustment shall be effective upon the same date such general percentage salary adjustment becomes effective for County employees.

The OIR Attorney shall be entitled reimbursement of actual and necessary expenses pursuant to her performance of this Agreement. Reimbursement for necessary expenses shall be paid for such items, at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the Los Angeles County Code.

Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the Office of County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to:

Office of County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

4. Except for the Changes set forth herein above, Agreement shall not be changed in any respect by the Amendment.

IN WITNESS WHEREOF, the County and OIR Attorney have amended this Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

OIR ATTORNEY

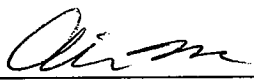
By _____

Yvonne B. Burke, Chairperson
Board of Supervisors

Julie M. Ruhlin

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By  _____

Deputy County Counsel